

- i. Notwithstanding anything to the contrary contained in the Lease, any provision, term, condition, covenant or agreement of the Lease which falls within the classifications below shall be inapplicable.
- (1) **Confession of Judgment.** Consent by the Family to be sued, to admit guilt, or to accept without question any judgment favoring the Owner in a lawsuit brought in connection with the Lease.
- (2) **Seize or Hold Property for Rent or Other Charges.** Authorization to the Owner to take property of the Family and/or hold it until the Family meets any obligation which the Owner has determined the Family has failed to perform.
- (3) **Exculpatory Clause.** Prior agreement by the Family not to hold the Owner or its agents legally responsible for acts done improperly or for failure to act when it was required to do so.
- (4) **Waiver of Legal Notice.** Agreement by the Family that the Owner need not give any notices in connection with (i) a lawsuit against the Family for eviction, money damages, or other purpose, or (ii) any other action affecting the Family's rights under the Lease.
- (5) **Waiver of Legal Proceedings.** Agreement by the Family to allow eviction without a court determination.
- (6) **Waiver of Jury Trial.** Authorization to the Owner's lawyer to give up the Family's right to trial by jury.
- (7) **Waiver of Right to Appeal Court Decision.** Authorization to the Owner's lawyer to give up the Family's right to appeal a decision on the ground of judicial error or to give up the Family's right to sue to prevent a judgment from being put into effect.
- (8) **Family Chargeable with Cost of Legal Actions Regardless of Outcome of Lawsuit.** Agreement by the Family to pay lawyer's fees or other legal costs whenever the Owner decides to sue the Family whether or not the Family wins.

(Print or Type Name of Owner or Other Party Authorized to Execute the Lease)

(Print or Type Name of Family Representative)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature of Family Representative)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Present Address of Family, Street, Apt. No., if any)

\_\_\_\_\_  
(City and ZIP Code)

\_\_\_\_\_  
(City and ZIP Code)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Telephone Number)

# Section 8 Moderate Rehabilitation Program

## Addendum to Lease

(for HAP Contracts Dated Prior To November 1983.)

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

The following additional Lease provisions are incorporated in full in the Lease between \_\_\_\_\_  
\_\_\_\_\_. (Lessor) and  
\_\_\_\_\_. (Lessee)

for the following dwelling unit: \_\_\_\_\_

In case of any conflict between these and any other provisions of the Lease, these provisions shall prevail:

- a. The total rent per month shall be: \$ \_\_\_\_\_
- b. Of the total rent, the amount payable by the HA as housing assistance payments  
on behalf of the Family shall be: \$ \_\_\_\_\_
- and the amount payable by the Family shall be: \$ \_\_\_\_\_

These amounts shall be subject to change in accordance with HUD-established schedules and criteria. However, in no case shall the total rent be less than the amount stated in paragraph a. Any such change shall be effective as of the date stated in a notification to the Family and the Owner which shall amend this Lease.

- c. If the Owner has required the Family to pay a security deposit, the amount is: \$ \_\_\_\_\_
- d. The Owner shall provide the following utilities and appliances to the Family under the Lease:

e. The Owner shall provide maintenance and services as follows:

- (1) The Owner shall maintain the dwelling unit, equipment, common areas, and facilities provided for the use and benefit of the Family in compliance with applicable Housing Quality Standards.
- (2) The Owner shall respond in a reasonable time to calls by the Family for services consistent with the obligations under the Lease. Where applicable (*as in the case of multi-unit buildings*), the maintenance with respect to common areas, facilities and equipment shall include cleaning; maintenance of lighting and equipment; maintenance of grounds, lawns and shrubs; and removal of snow and ice.
- (3) Extermination services and repainting shall be provided by the Owner as conditions may require.

f. The Owner shall not evict the Family unless the Owner complies with the requirements of any State and Local law, of this provision and of the applicable HUD regulations. The Owner may not terminate any tenancy except upon the following grounds: (1) Material noncompliance with the lease; (2) Material failure to carry out obligations under any State landlord and tenant act, or (3) Other good cause. The Owner must give the Family a written notice of any proposed termination of tenancy, stating the grounds and advising the Family that it has an opportunity to respond to the Owner. In any judicial action instituted to evict the Family, the Owner may not rely on any grounds which are different from the reasons set forth in this notice. In addition, a copy of the notice must be furnished simultaneously to the HA. This paragraph (f) is only applicable while the unit is covered by a Housing Assistance Payments Contract.

g. The Owner shall not discriminate against the Family in the provision of services, or in any other manner, on the grounds of race, color, creed, religion, sex, handicap or national origin.

h. This Lease has been signed by the parties on the condition that:

- (1) This Lease shall not become effective unless the HA has executed a Housing Assistance Payments Contract with the Owner either prior to or effective the first day of the term of the Lease.
- (2) This Lease shall end no later than the termination date of the Housing Assistance Payments Contract. In the event that the HA determines, after having given the Family reasonable notice (*with a copy to the Owner*) and opportunity to respond, that the Family is ineligible for further housing assistance payments because of failure to comply with the Family's obligations under the Statement of Family Responsibility, the HA shall notify the Owner and the Family of such determination. Such determination shall be grounds for termination of this Lease by the Owner.